

RECORDING REQUESTED BY:

City of Vallejo
555 Santa Clara Street
P.O. Box 3068
Vallejo, California 94590-5934
Attention: Alvaro P. da Silva
Director of Community Development

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: Anthony J. Landis, P.E., Chief
Northern California Operations,
Office of Military Facilities

CONFIRMED
BY COUNTY RECORDER

MAR 26 2002

SOLANO COUNTY

02- 37962

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

PRE-DECISION COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Former Mare Island Naval Shipyard
Eastern Early Transfer Parcel
Vallejo, California

This Pre-Decision Covenant ("Covenant") is made by and between the City of Vallejo ("Covenantor"), the current owner of property situated in Vallejo, County of Solano, State of California, described in Exhibits A and B, which are attached and incorporated here by this reference ("Property"), and the State of California ("State") acting by and through the Department of Toxic Substances Control ("Department"). The Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the

environment as a result of the presence on the land of hazardous materials, as defined in California Health & Safety Code ("H&SC") Section 25260, and enters into this Covenant in accordance with H&SC Section 25355.5 and California Civil Code Section 1471(c).

It is the intent of this Covenant that the use of the Property be restricted on an interim basis as set forth in this Covenant to protect human health, safety and the environment. The Department shall promptly provide a release suitable for recording of the Pre-decision Restrictions in this Covenant with respect to a particular Investigation Area or portion thereof after the Department certifies that all remedial actions have been implemented and that no further action is required for that Investigation Area or portion thereof, subject to any ongoing operation and maintenance obligations or institutional controls. Covenantor acknowledges that the Department's certification may be conditioned upon the recordation of permanent institutional controls that may incorporate the types of restrictions set forth in this Covenant.

ARTICLE I STATEMENT OF FACTS

1.01 The Property consists of two parcels that are more particularly described and depicted in Exhibits A and B. The Property is located on the developed eastern side of Mare Island and comprises the area now generally known as the Eastern Early Transfer Parcel (including the area known as the "Gap Lands") of Mare Island, in the County of Solano, State of California.

1.02 The Covenantor, Lennar Mare Island ("LMI"), and Department entered into a Consent Agreement on April 16, 2001. The Consent Agreement establishes the process and timetable for the completion of the response and corrective actions at specified portions of the Property. The Consent Agreement is on file with the Department and the Covenantor. The Consent Agreement subdivides the Property into eight (8) Investigation Areas ("IAs"). Following the satisfactory completion of any necessary investigatory and remedial activities in each IA or under certain circumstances in a portion thereof, the Consent Agreement provides that

DTSC shall certify that all remedial actions have been implemented and that no further action is required with respect to that IA or portion thereof, subject to any ongoing operation and maintenance obligations and institutional controls.

1.03 As described in the Consent Agreement, several areas within the Property are known to contain hazardous substances, as defined in H&SC Section 25316, which include, but are not limited to, the following general contaminants of concern: heavy metals, PCBs, SVOCs, petroleum hydrocarbons. Several of these hazardous substances are carcinogens. The Property has not been fully characterized with respect to nature and extent, and risk resulting from the presence of these contaminants. Based on preliminary analyses, the Department has concluded that use of the Property in a manner inconsistent with the restrictions set forth in Article IV of this Covenant may entail an unacceptable health risk to the users or occupants of such property operated or occupied. The Department has further concluded that the Property operated or occupied subject to the restrictions of this Covenant and subject to the restrictions and requirements to be set forth in the Site Control Plan which must be approved by the Department and implemented by Covenantor and LMI pursuant to the Consent Agreement, does not present an unacceptable threat to human safety or the environment.

ARTICLE II DEFINITIONS

2.01 Department. "Department" means the State of California by and through the Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Owner. "Owner" means the Covenantor and shall include the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.03 Effective Date. "Effective Date" shall mean the date of recordation of this Covenant with the County of Solano.

2.04 Covenantor. "Covenantor" shall mean the City of Vallejo.

2.05 Land Use Category. "Land Use Category" means one of the following categories of allowable types of uses to which a building or designated area may be put: Research and Development; Office; Light Industrial; Retail/Commercial; Industrial; and Educational/Civic.

2.06 Research and Development. "Research and Development" means the Land Use Category in which the following types of uses are allowed: laboratories and offices related to biotechnology, electronics, computers and computer software, not generally open to the public, assembly and associated range of support functions, including the following:

- 1) Industrial or scientific research, biotechnology and medical research, and electronic and computer research, product testing, prototype testing and analysis.
- 2) Medical and biotech laboratories and research, light assembly, and testing.
- 3) Technology, software and electronics research and development, testing and light assembly.
- 4) Research and development related to equipment components.
- 5) Ancillary warehousing or light assembly related to the above.

2.07 Office. "Office" means the Land Use Category in which the following types of uses are allowed: administrative, management, accounting and marketing offices, not generally open to the public, including but not limited to:

- 1) Business services and offices such as financial, accounting, insurance, real estate, consulting, legal, construction management, architectural, engineering, public relations, business training, government and utility offices.
- 2) Medical administration and management offices.
- 3) Media production, offices and facilities for television, motion picture, digital/multimedia and print media.

2.08 Light Industrial. "Light Industrial" means the Land Use Category in which the following uses are allowed: industrial uses not generally open to the public that are relatively low density and clean in character, including the following:

1) Manufacturing or assembly for research activities described under Research and Development.

2) Research/development, corporate campuses, software development.

3) Manufacturing/processing: computer components, small industrial products, bottling.

4) Media Production, special effects, television production studios, printing.

5) Warehouse/distribution: Small industrial products, small consumer goods, wine storage and distribution.

6) Ancillary office (administration, accounting, marketing and management) and warehouse activities.

7) Utilities: Substations, pump stations and other related structures and maintenance facilities.

2.09 Retail/Commercial. "Retail/Commercial" means the Land Use Category in which the following types of uses are allowed: commercial goods and services primarily for the residents, workers and visitors to Mare Island. These goods and services may include retail, financial, personal, entertainment, health and visitor serving uses providing goods and services to the general public.

1) Personal services and establishments that provide instructional, medical, maintenance and improvement services.

2) Business services: Smaller establishments that provide financial, insurance, real estate, legal and support services.

3) Eating establishments, snack bars, restaurants, fast food, delicatessens.

4) Entertainment, theaters, amusement centers, indoor sports, outdoor sports.

5) Automotive services: Service stations with ancillary light auto repair.

2.10 Industrial. "Industrial" means the Land Use Category in which the following types of uses are allowed: heavy industry not generally open to the public such as manufacturing/processing, fabrication, and recycling/processing, light industrial uses as

described above, warehouse and distribution, construction services, equipment manufacturing and services.

2.11 Educational / Civic. "Educational/Civic" means the Land Use Category in which the following types of uses are allowed:

- 1) Educational facilities.
- 2) Cultural facilities: Community centers, libraries, museums, art galleries, theaters.

ARTICLE III GENERAL PROVISIONS

3.01 Pre-decision Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Pre-decision Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Pre-decision Restriction: (a) runs with the land pursuant to H&SC Section 25355.5(a)(1)(C) and Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Lessees. Pursuant to H&SC Section 25355.5(a)(1)(C), this Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code Section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03 Written Notification of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice to the subsequent transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to H&SC Section 25359.7. Such written notice shall include a copy of this Covenant.

3.04 Incorporation into Deeds and Leases. The Pre-decision Restrictions set forth herein shall be incorporated by reference in each and all deeds and leases entered into after the Effective Date of this Covenant for any portion of the Property to which they are in effect and applicable. Within 10 days of the Effective Date of this Covenant, Covenantor shall provide a copy of this Covenant to all existing lessees on the Property.

ARTICLE IV PRE-DECISION RESTRICTIONS

4.01 Pre-decision Restrictions.

(a) The following uses are prohibited on the Property unless DTSC specifically approves a request to allow such uses on a particular site pursuant to Section 4.02 of this Covenant:

- (1) A residence, including any mobile home or factory built housing, used as residential human habitation.
- (2) A hospital for humans.
- (3) A public or private school for persons under 18 years of age.
- (4) A day care center for children.

(b) No building or other designated area on the Property shall be used by any person in a manner inconsistent with the Land Use Category to which that building or area was put on the Effective Date of this Agreement, as specifically identified in Exhibit C, unless the Department gives its prior approval to that use pursuant to Section 4.02 of this Covenant.

(c) None of the following activities may be conducted on the Property unless the Department gives its prior approval to the activity pursuant to Section 4.02 of this Covenant or unless there is an emergency need to conduct one of these activities and the Department is provided notice as soon as reasonably practicable that the activity has been conducted:

- (1) Disturbance of surface soil or subsurface soil, through activities such as digging, trenching, drilling, regrading or landscaping

(2) Covering or disturbing of groundwater wells, or use of the property in a manner that restricts access to groundwater wells

(3) Alteration of groundwater conditions, through activities such as groundwater pumping, dewatering, hydrant flushing, or discharging of significant volumes of water to the ground or environment.

(d) Nothing in this Covenant shall be construed to prohibit an Owner or Lessee from causing to be performed, or to require Department approval for an Owner or Lessee to cause to be performed, any interior or exterior renovation, rehabilitation, demolition, or construction activities that do not: disturb surface or subsurface soil; cover, disturb or restrict access to groundwater monitoring wells; or alter groundwater conditions.

4.02 Procedures for Obtaining Approval of Department.

(a) At any time before or after the Effective Date of this Covenant, the Owner, or with the Owner's consent, a Lessee, may request the Department's approval for a portion of the Property to be used in a manner inconsistent with the restrictions set forth in Section 4.01 (a) and (b) of this Covenant or to engage in an activity prohibited by Section 4.01 (c) of this Covenant. Such requests shall provide sufficient information to the Department to evaluate the appropriateness of the request. The Department shall act upon such requests as expeditiously as feasible, but in no event later than 30 days after the Department receives the request unless the Department extends this period for no more than 30 days upon written notice to the requesting party of the reason therefore. The Department's extension as described above may occur more than once.

(b) With respect to the restrictions set forth in Section 4.01(b), the Department may, upon request, provide a single pre-approval for multiple buildings and designated areas to be used for designated Land Use Categories inconsistent with the existing Land Use Category identified for those buildings or areas in Exhibit C, subject to the provisions of the preceding Section 4.02 (a).

(c) The Department may, upon request, pre-authorize one or more categories of activities otherwise prohibited by Section 4.01(c) in part or all of the Property through approving a Soil and Groundwater Management Plan authorizing such activities on the condition that they are conducted in accordance with the requirements set forth in the plan.

(d) The Department may withhold its approval of a request that a portion of the Property be used in a manner inconsistent with the restrictions set forth in Section 4.01 (a) or (b) of this Covenant or a request to engage in an activity prohibited by Section 4.01 (c) of this Covenant only if the Department determines both of the following: (1) that the proposed use or activity may either pose a significant threat to human health or the environment, or interfere with the investigation or remediation of the site; and (2) that there are no conditions or limitations that could be placed on the proposed use or activity, short of prohibiting the use or activity, that would mitigate the potential impacts of the use or activity.

(e) Nothing in this Covenant shall be construed to require an Owner to apply for, or the Department to issue, a variance, termination or release pursuant to Article VI of this Covenant in order to obtain the Department's approval of a request that a portion of the Property be used in a manner inconsistent with the restrictions set forth in Section 4.01 (a) or (b) of this Covenant or a request to engage in an activity prohibited by Section 4.01 (c) of this Covenant.

(f) Nothing in this Covenant shall be construed to require the approval of the Department before the Property or portion thereof may be conveyed or leased. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property, or portion thereof (excluding mortgages, liens, and other non-possessory encumbrances).

4.03 Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department to protect the public health or safety or the environment.

ARTICLE V
ENFORCEMENT

5.01 Enforcement. Failure of the Owner to comply with any of the Pre-decision Restrictions specifically applicable to it shall be grounds for the Department to obtain injunctive relief prohibiting commencement or continuation of any activities restricted by this Covenant. Actual or threatened violation of this Covenant, including but not limited to commencement or completion of any activities that violate this Covenant, may be prohibited or restrained, or the interest intended for protection by this Covenant may be enforced, by injunctive relief or any other remedy as provided by law.

ARTICLE VI
VARIANCE, TERMINATION AND RELEASE

6.01 Variance. In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Lessee, may apply to the Department for a written variance from the provisions of this Covenant. The Department will grant the variance only after finding that such a variance would be protective of human health, safety and the environment. Such application shall be made in accordance with H&SC Section 25233. The Department will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Application for Termination. In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Lessee, may apply to the Department for a termination of the Pre-decision Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC Section 25234.

6.03 Release. This Covenant shall continue in effect in perpetuity unless ended by law, or by the Department under this paragraph 6.03. The Department shall provide a release

suitable for recording of the Pre-decision Restrictions in this Covenant with respect to a particular Investigation Area or portion thereof promptly after any of the following occur:

(a) The Department certifies that all remedial actions have been implemented and that no further action is required with respect to that IA or portion thereof, subject to any ongoing operation and maintenance obligations or institutional controls.

(b) The Department approves an application for termination of the Covenant with respect to a portion or all of the Property pursuant to Section 6.02.

(c) The Department makes a determination pursuant to this Section 6.03(c) without receiving an application, that any or all of the Pre-decision Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health or safety or the environment. In making a determination pursuant to this Section 6.03 (c) that any or all of the Pre-decision Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health or safety or the environment, the Department shall make a finding that the hazardous materials that caused the land to be restricted have since been sufficiently investigated, removed or altered in a manner that allows the Department to determine there is no significant existing or potential hazard to present or future human health or safety or the environment.

ARTICLE VII MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with all Exhibits, in the County of Solano no later than ten (10) days of the Covenantor's receipt of title of the Property or prior to any subsequent conveyance, whichever comes first.

7.03 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice

shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To City: City of Vallejo
555 Santa Clara Street
P.O. Box 3068
Vallejo, California 94590-5934
Attention: David R. Martinez, City Manager
With Copy To: City Attorney

To Department: Department of Toxic Substances Control
Northern California Region
8800 Cal Center Drive
Sacramento, California 95826-3200
Attention: Anthony J. Landis, P.E., Chief
Northern California Operations, Office of Military Facilities
With Copy To: Project Manager, DTSC
700 Heinz Ave., Suite 200, Berkeley, CA 94710

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph. Upon transfer of this Property to a new Owner, notice of the new contact individual and their address shall be given in writing in compliance with this paragraph.

7.04 Partial Invalidity. If any portion of the Pre-decision Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.05 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

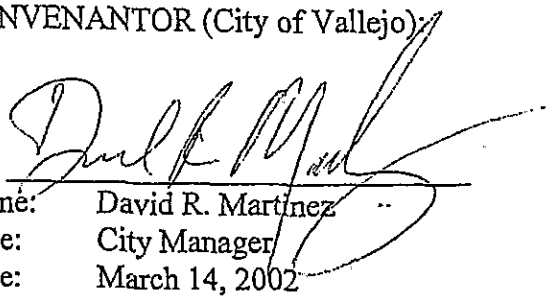
7.06 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.07 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

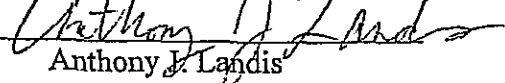
7.08 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

CONVENANTOR (City of Vallejo):

By: 
Name: David R. Martinez
Title: City Manager
Date: March 14, 2002

DEPARTMENT (Department of Toxic Substances Control):

By: 
Name: Anthony J. Landis
Title: Chief, Northern California Operations
Office of Military Facilities
Date: March 15, 2002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

SS.

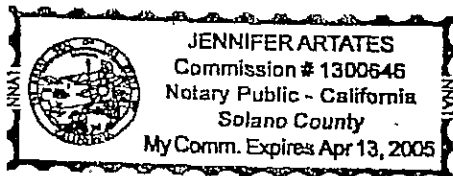
On March 14, 2002, before me, Jennifer Artates, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David R. Martinez

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed
the same in his/~~her/their~~ authorized
capacity(~~ies~~), and that by his/~~her/their~~
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF CALIFORNIA

COUNTY OF Sacramento

On this 15th day of March, in the year 2002, before
me Betty J. Engle, personally appeared Anthony J.
Landis, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their
authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Betty J. Engle

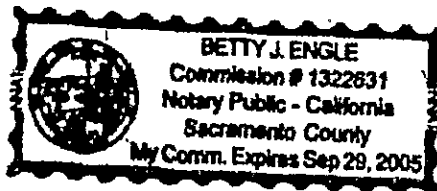


EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE
EASTERN EARLY TRANSFER EDC PARCEL
(APPROXIMATELY 650.43 ACRES)

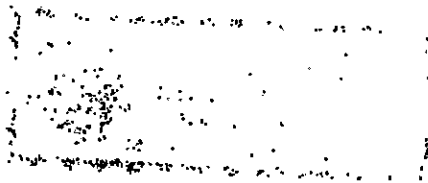


EXHIBIT "A"

**LEGAL DESCRIPTION OF REAL ESTATE
EASTERN EARLY TRANSFER EDC PARCEL
(APPROXIMATELY 650.43 ACRES)**

650.43 +/- NET ACRE PARCEL OF LAND KNOWN AS
EASTERN EARLY TRANSFER PARCEL
FOR BENEFIT OF THE CITY OF VALLEJO

All that real property situate on the Former Mare Island Naval Shipyard, City of Vallejo, County of Solano, State of California described as follows;

Being a portion of the land shown within the boundary of that parcel shown and so delineated on the map filed for record on August 23, 2001 in Book 24 of Surveys, at Page 51, County of Solano Official Records, said map being titled "Record of Survey of the Land shown on the Record of Survey filed in Book 21 of Surveys at Page 94 of Solano County Records" and further described as "Retracement of Tract 38 of the Joy Survey entitled, "Fractional Township 3 North, Range 4 West" approved by the US Survey General's Office October 24, 1923, accepted November 8, 1923 and filed with the Bureau of Land Management, Mount Diablo Base & Meridian, County of Solano, State of California", and a portion of those tide and submerged and swamp and overflowed lands granted to the U.S. Government as provided by Chapter 43, Statutes 1854 and Chapter 81, Statutes 1897, said portions being more particularly described as follows;

Beginning at a point with CCS 83 Zone II, (NAD 83) Coordinates of N1792883.7115 feet, E6486094.0332 feet, lying North 35° 26' 33" West, 3724.64 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" located on the highest and most easterly of the two peaks on Mare Island and referred to as "SEMARE" on the aforementioned map, with CCS 83 Zone II, (NAD 83) Coordinates of N1789849.0637 feet, E6488254.0248 feet, said Point of Beginning also bears South 35° 38' 33" East, 2144.55 feet from a 2-1/2" aluminum disk stamped "Mare Island Control Point, McGill-Martin-

Self, Inc. Orinda, Ca. 23" and referred to as "HCN-23" on the
aforementioned map; thence

- (1) North 01-19-41 West, 493.01 feet; thence
- (2) North 51-53-36 East, 423.01 feet; thence
- (3) South 35-51-59 East, 340.81 feet; thence non-tangentially
- (4) 242.72 feet along a 537.70 foot radius to the left, having
an included angle of $25^{\circ}51'47''$ and a long chord of which
measures South $52^{\circ}44'30''$ East, 240.66 feet; thence non-
tangentially
- (5) South 65-38-27 East, 88.98 feet; thence
- (6) South 56-56-18 East, 221.98 feet; thence
- (7) South 63-49-46 East, 180.52 feet; thence non-tangentially
- (8) 209.62 feet along a 419.83 foot radius to the right, having
an included angle of $28^{\circ}36'26''$ and a long chord of which
measures South $49^{\circ}31'33''$ East, 207.45 feet; thence non-
tangentially
- (9) South 35-13-20 East, 87.52 feet; thence
- (10) North 52-57-37 East, 60.03 feet; thence
- (11) North 35-13-20 West, 189.74 feet; thence tangentially
- (12) 197.52 feet along a 441.92 foot radius to the left, having
an included angle of $25^{\circ}36'33''$ and a long chord which
measures North $51^{\circ}14'29''$ West, 195.88'; thence non-
tangentially
- (13) North 63-51-27 West, 435.93 feet; thence non-tangentially
- (14) 206.89 feet along a 448.37 foot radius to the right, having
an included angle of $26^{\circ}26'17''$ and a long chord of which
measures North $50^{\circ}35'24''$ West, 205.06 feet; thence non-
tangentially

- (15) North 35-51-59 West, 343.04 feet; thence
- (16) North 54-46-07 East, 486.31 feet; thence
- (17) North 39-55-11 West, 204.10 feet; thence
- (18) North 65-27-39 East, 338.52 feet to a point of intersection on the easterly boundary of said map 24 R.S. 51; thence
- (19) North 65-27-39 East, 393.50 feet; thence
- (20) North 23-34-42 West, 84.66 feet; thence
- (21) South 65-28-21 West, 416.77 feet to a point of intersection on the easterly boundary of said map 24 R.S. 51; thence
- (22) South 65-28-21 West, 336.50 feet; thence
- (23) North 40-13-00 West, 259.34 feet; thence
- (24) North 65-44-40 East, 342.47 feet to a point of intersection on the easterly boundary of said map 24 R.S. 51; thence
- (25) North 65-44-40 East, 200.95 feet; thence tangentially
- (26) 12.92 feet along a 5.00 foot radius to the left, having an included angle of $148^{\circ}06'30''$; thence tangentially
- (27) North 82-40-20 West, 65.14 feet; thence
- (28) North 07-55-07 East, 92.94 feet; thence
- (29) South 82-46-16 East, 66.41 feet; thence
- (30) North 02-48-29 East, 5.48 feet; thence
- (31) South 82-20-05 East, 167.96 feet; thence tangentially
- (32) 47.79 feet along a 20.00 foot radius to the left, having an included angle of $136^{\circ}55'02''$, thence tangentially
- (33) North 39-15-07 West, 309.54 feet; thence
- (34) North 39-47-01 West, 841.94 feet; thence

- (35) North 39-36-05 West, 905.37 feet; thence
- (36) North 61-24-37 West, 53.40 feet; thence
- (37) South 25-20-10 West, 24.27 feet; thence
- (38) North 65-14-33 West, 96.99 feet; thence
- (39) North 23-20-04 East, 30.97 feet; thence
- (40) North 61-24-22 West, 342.71 feet to a point of intersection
on said easterly boundary of 24 R.S. 51; thence
- (41) North 61-24-22 West, 84.86 feet; thence
- (42) North 29-15-55 East, 46.66 feet to a point of intersection
on said easterly boundary of 24 R.S. 51; thence
- (43) North 29-15-55 East; 52.65 feet; thence
- (44) North 60-43-51 West, 15.93 feet; thence
- (45) North 29-09-38 East, 94.67 feet; thence
- (46) South 59-38-18 East, 18.38 feet; thence
- (47) North 30-36-11 East, 84.08 feet; thence
- (48) North 35-20-05 West, 204.41 feet; thence
- (49) North 61-01-16 West, 407.99 feet to a point of intersection
on said easterly boundary of 24 R.S. 51; thence
- (50) North 61-01-16 West, 47.83 feet; thence
- (51) North 24-17-42 East, 27.36 feet to a point of intersection
on said easterly boundary of 24 R.S. 51; thence
- (52) North 24-17-42 East, 80.44 feet; thence
- (53) South 63-49-48 East, 40.87 feet; thence
- (54) North 24-30-34 East, 49.89 feet; thence tangentially

- (55) 79.34 feet along a 75.00 foot radius to the left, having an included angle of 60°36'50"; thence tangentially
- (56) North 36-06-46 West, 544.85 feet; thence
- (57) North 07-13-45 West, 96.08 feet; thence
- (58) North 35-44-11 West, 348.64 feet; thence
- (59) North 25-31-57 West, 31.99 feet; thence
- (60) North 30-07-25 West, 132.33 feet; thence
- (61) North 26-03-25 West, 11.41 feet; thence
- (62) South 64-52-48 West, 148.98 feet to a point of intersection on said easterly boundary of 24 R.S. 51; thence
- (63) South 64-52-48 West, 11.51 feet; thence
- (64) South 71-47-29 West, 45.44 feet; thence
- (65) North 34-43-06 West, 32.61 feet; thence
- (66) North 28-57-59 East, 28.10 feet; thence
- (67) North 42-42-18 East, 123.00 feet; thence
- (68) North 35-39-56 West, 2582.30 feet; thence
- (69) North 30-53-37 West, 1567.21 feet; thence
- (70) North 30-17-51 West, 96.35 feet; thence
- (71) South 62-23-04 West, 251.45 feet to a point of intersection on the easterly boundary of said map 24 R.S 51; thence
- (72) South 62-23-04 West, 78.51 feet; thence
- (73) North 27-06-03 West, 51.56 feet; thence
- (74) South 61-52-06 West, 330.66 feet; thence
- (75) South 59-24-29 West, 99.79 feet; thence
- (76) South 60-35-56 West, 85.74 feet; thence

- (77) South 56-30-30 West, 158.53 feet; thence
- (78) South 36-07-51 East, 46.39 feet; thence
- (79) South 54-18-02 West, 1138.97 feet; thence
- (80) North 36-31-46 West, 1032.72 feet; thence
- (81) North 54-06-55 East, 110.60 feet; thence
- (82) North 35-38-13 West, 1552.93 feet; thence
- (83) South 55-13-59 West, 96.15 feet; thence
- (84) North 35-37-22 West, 1226.28 feet; thence
- (85) South 03-26-03 East, 224.20 feet; thence
- (86) South 86-24-27 West, 124.35 feet; thence
- (87) South 50-44-57 West, 774.66 feet; thence
- (88) South 35-03-43 East, 1386.45 feet; thence
- (89) North 55-14-43 East, 387.23 feet; thence
- (90) South 36-49-42 East, 680.99 feet; thence
- (91) North 54-34-01 East, 542.77 feet; thence
- (92) South 35-36-41 East, 1566.14 feet; thence
- (93) South 35-36-41 East, 1183.13 feet; thence
- (94) South 54-07-02 West, 269.26 feet; thence
- (95) South 07-12-56 West, 43.39 feet; thence
- (96) South 35-44-23 East, 230.99 feet; thence
- (97) South 54-15-37 West, 298.63 feet; thence
- (98) South 34-33-02 East, 212.04 feet; thence
- (99) North 55-42-46 East, 257.49 feet; thence
- (100) North 53-48-33 East, 431.69 feet; thence

- (101) South 35-44-38 East, 1314.79 feet; thence
- (102) South 59-23-08 West, 266.62 feet; thence
- (103) South 75-46-03 West, 266.11 feet; thence
- (104) South 62-16-40 West, 106.64 feet; thence
- (105) South 36-03-04 East, 266.82 feet; thence
- (106) North 88-57-30 East, 43.82 feet; thence
- (107) South 36-03-04 East, 873.65 feet; thence tangentially
- (108) 289.12 feet along a 200.00 foot radius to the right, having an included angle of $82^{\circ}49'36''$; thence tangentially
- (109) South 46-46-32 West, 521.77 feet; thence
- (110) South 53-02-26 West, 44.42 feet to a point on the westerly boundary of said map 24 R.S.51; thence along said boundary
- (111) South 36-45-18 East, 993.02 feet; thence
- (112) South 31-30-29 East, 312.36 feet; thence leaving said westerly boundary of said map 24 R.S. 51
- (113) North 63-45-06 East, 201.35 feet; thence
- (114) North 73-03-16 East, 306.76 feet; thence
- (115) North 66-38-57 East, 206.88 feet; thence
- (116) North 54-18-54 East, 216.50 feet; thence
- (117) South 34-49-17 East, 340.96 feet; thence
- (118) South 47-13-50 West, 138.94 feet; thence
- (119) North 68-59-17 West, 67.61 feet; thence
- (120) South 22-40-21 West, 304.62 feet; thence
- (121) South 16-14-27 West, 201.69 feet; thence tangentially

- (122) 192.35 feet along a 350.00 foot radius to the right, having an included angle of 31°29'15' thence tangentially
- (123) South 47-43-42 West, 53.06 feet; thence
- (124) South 52-20-56 West, 142.85 feet to said westerly boundary of said map 24 R.S. 51; thence along said westerly boundary
- (125) South 31-30-29 East, 114.91 feet; thence
- (126) South 22-45-39 East, 732.84 feet; thence
- (127) South 36-15-24 East, 442.31 feet; thence
- (128) South 00-13-53 West, 211.26 feet; thence
- (129) South 28-00-33 East, 191.48 feet; thence
- (130) South 44-45-16 East, 363.11 feet; thence
- (131) South 11-22-53 East, 297.75 feet; thence
- (132) South 33-00-28 East, 24.82 feet; thence leaving said westerly boundary of said map 24 R.S. 51
- (133) North 71-53-07 East, 666.00 feet; thence
- (134) North 45-41-38 East, 445.24 feet; thence
- (135) South 25-02-11 East, 214.74 feet; thence
- (136) South 08-31-59 West, 312.50 feet; thence
- (137) South 83-30-37 East, 216.33 feet; thence
- (138) North 69-03-04 East, 56.94 feet; thence
- (139) North 78-13-15 East, 37.17 feet; thence
- (140) South 84-29-01 East, 61.17 feet; thence
- (141) South 70-36-55 East, 312.98 feet; thence
- (142) South 49-13-00 East, 144.77 feet; thence non-tangentially

- (143) 145.38 feet along a 400.03 foot radius to the right, having an included angle of $20^{\circ}49'23''$ and a long chord of which measures South $18^{\circ}00'10''$ East, 144.58 feet; thence non-tangentially
- (144) South 07-35-28 East, 1.68 feet; thence non-tangentially
- (145) 38.57 feet along a 35.00 foot radius to the right, having an included angle of $63^{\circ}08'18''$ and a long chord of which measures South $23^{\circ}58'41''$ West, 36.65 feet; thence non-tangentially
- (146) South 55-33-32 West, 32.48 feet; thence
- (147) South 34-28-06 East, 40.00 feet; thence non-tangentially
- (148) 332.11 feet along a 184.78 foot radius to the left, having an included angle of $102^{\circ}58'44''$ and a long cord of which measures North $00^{\circ}34'43''$ West, 289.18 feet; thence non-tangentially
- (149) North 57-28-45 East, 491.07 feet to the Point of Beginning

Excepting therefrom the following parcels of land:

PARCEL 1

All that certain land as shown and so designated on map entitled "Exhibit Map of Record of Survey of the Mare Island Elementary School, Mare Island Naval Shipyard, City of Vallejo, Solano County, California" filed for record on May 15, 2000 in Volume 23 of "Surveys" at Page 97, Records of Solano County, California.

Said parcel contains 7.51 acres, more or less.

PARCEL 2

Beginning at a point with CCS83 Zone II (NAD 83) Coordinates of N1794406.83 feet, E6485501.98 feet lying North 32° 02' 27" West, 5,323.86 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, from which a 2½" Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3",

Thence from said Point of Beginning;

- 1) North 54° 29' 28" East, 294.97 feet
- 2) South 35° 36' 22" East, 528.56 feet; thence
- 3) South 54° 27' 44" West, 232.27 feet; thence
- 4) Along the arc of a circular curve, concave to the north, having a radius of 60.00 feet, through a central angle of 86° 38' 01", for an arc distance of 90.72 feet; thence tangentially
- 5) North 38° 54' 15" West, 104.10 feet; thence
- 6) Along the arc of a circular curve, concave to the northeast, having a radius of 100.00 feet, through a central angle of 07° 25' 04", for an arc distance of 12.95 feet; thence tangentially
- 7) North 31° 29' 11" West, 23.28 feet; thence
- 8) Along the arc of a circular curve, concave to the northeast, having a radius of 100.00 feet, through a central angle of 10° 17' 29", for an arc distance of 17.96 feet; thence tangentially.
- 9) North 21° 11' 43" West, 79.13 feet; thence
- 10) Along the arc of a circular curve, concave to the southwest,

having a radius of 200.00 feet, through a central angle of $14^{\circ} 28' 06''$, for an arc distance of 50.50 feet; thence tangentially

11) North $35^{\circ} 39' 49''$ West, 84.82 feet; thence

12) Along the arc of a circular curve, concave to the southwest, having a radius of 170.00 feet, through a central angle of $22^{\circ} 20' 19''$, for an arc distance of 66.28 feet; thence tangentially

13) North $58^{\circ} 00' 08''$ West, 26.15 feet; thence

14) Along the arc of a circular curve, concave to the northeast, having a radius of 100.00 feet, through a central angle of $08^{\circ} 35' 24''$, for an arc distance of 14.99 feet; to the Point of Beginning.

Said parcel contains 3.42 acres, more or less.

PARCEL 3

Beginning at a point with CCS83 Zone II (NAD 83) Coordinates of N1799204.69 feet, E6482350.53 feet lying North $32^{\circ} 15' 08''$ West, 11,061.82 feet from a standard USC&GS brass disk stamped "MARE ID SE 1852 1932" referred to as "SEMARE" with NAD 83 Zone II Coordinates of N1789849.0637 feet, E6488254.0248 feet, as shown and delineated on that certain Record of Survey filed for record in Book 24 Surveys Page 51, from which a $2\frac{1}{4}$ " Aluminum Disk stamped "Mare Island Control Point, McGill-Martin-Self, Inc. Orinda, CA., 3" and referred to as "HCN-3" on said Map bears North $42^{\circ} 23' 52''$ West 6,226.13 feet,

Thence from said Point of Beginning;

North $35^{\circ} 36' 25''$ West, a distance of 67.35 feet;

Thence North $54^{\circ} 11' 43''$ East, a distance of 305.18 feet;

Thence South $35^{\circ} 36' 25''$ East, a distance of 67.35 feet;

Thence South 54°11'43" West, a distance of 305.18 feet to the Point of Beginning.

Said parcel contains 20,554.55 square feet (0.47 acres) more or less.

BASIS OF BEARING: The bearing of N35°54'10"W between the found standard brass disk stamped "Mare ID SE 1852 1932" (USC&GS first order triangulation point named "SEMARE") and the horizontal control network point labeled "HCN-03" as both points are shown on the map filed for record in Book 24 Surveys Page 51, Solano County Records was taken as the Basis of bearing for this legal description and is the California Coordinate System 1983 (CCS83) Zone II (NAD 83).

All distances are ground and in feet unless otherwise noted. To obtain grid distances multiply ground distance by 1.000062043

Said parcel contains 650.43 acres, more or less.

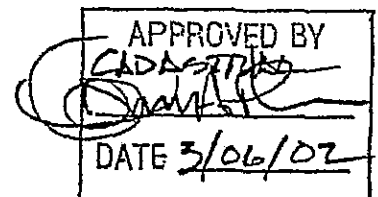
Subject to other easements and restrictions, if any.

END OF DESCRIPTION



2/28/02

12 of 12

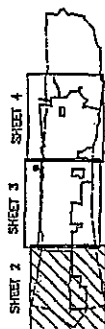


LINE	DATE	TIME	LEAVE	BOARDING
12	12	124.35	539.747.70	
13	13	413.39	597.728.70	
14	14	413.39	595.73.99	
15	15	110.68	16.108.95	
16	16	42.38	53.937.91	
17	17	184.53	595.93.30	
18	18	65.74	53.705.95	
19	19	59.79	59.747.92	
20	20	51.56	12.06.05	
21	21	114.35	47.717.61	
22	22	34.15	45.741.81	
23	23	22.10	12.857.59	
24	24	32.61	16.450.08	
25	25	45.44	57.117.41	
26	26	146.56	54.757.47	
27	27	11.41	16.833.55	
28	28	40.87	53.145.45	
29	29	27.37	14.717.42	
30	30	16.38	59.30.11	
31	31	12.38	59.35.11	
32	32	44.97	14.717.37	
33	33	15.93	16.833.57	
34	34	46.68	12.155.53	
35	35	30.67	14.720.04	
36	36	35.94	14.511.35	
37	37	21.27	53.20.10	
38	38	53.48	59.747.37	
39	39	167.86	14.717.37	
40	40	11.41	16.833.55	
41	41	65.41	59.747.37	
42	42	22.54	12.857.59	
43	43	65.14	16.833.57	
44	44	81.66	12.155.53	
45	45	60.03	16.833.57	
46	46	67.32	53.145.45	
47	47	65.38	16.833.57	
48	48	40.65	53.724.65	
49	49	32.48	59.332.42	
50	50	11.41	16.833.57	
51	51	14.77	54.713.01	
52	52	11.17	59.29.01	
53	53	37.17	12.155.53	
54	54	55.44	16.833.57	
55	55	14.25	12.155.53	
56	56	14.25	12.155.53	
57	57	31.98	54.713.01	
58	58	21.78	12.155.53	
59	59	11.43	16.833.57	
60	60	30.12	12.155.53	
61	61	52.15	16.833.57	
62	62	16.88	14.717.37	
63	63	11.31	54.713.01	
64	64	70.76	12.155.53	

LEGEND

- Found 1/2" X 24" Rebar w/LS 4325 log
per 24 Surveys 60
- Found Aluminum Cap stamped LS 4485
No Record
- Set 1/2" X 24" Rebar w/LS 4325 log
per 24 Surveys 71
- Found Nail w/LS 4325 log
per 24 Surveys 71
- △ Found Horizontal Control Point
per 24 Surveys 51
- () Record Data per 24 Surveys 60

Distances are expressed in feet and decimals thereof.



SCALE NOT TO SCALE

RECORD OF SURVEY

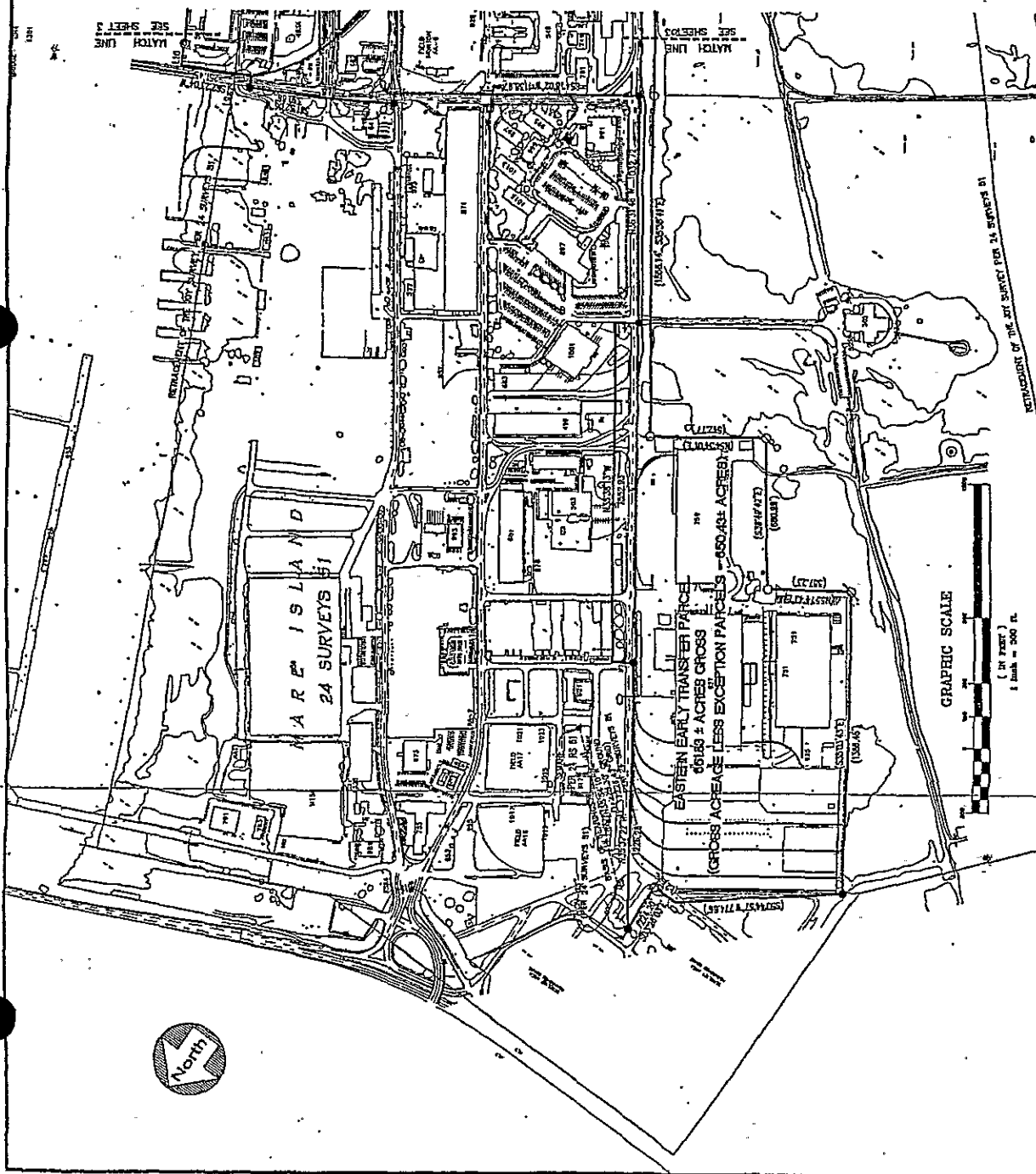
SHOWING
EASTERN EARLY TRANSFER PARCEL
FOR BENEFIT OF THE CITY OF VALLEJO
BEING A PORTION OF THE LURE ISLAND NAVAL SHIPYARD
AS SHOWN ON THAT CERTAIN RECORD OF SURVEY
FILED FOR RECORD IN
BOOK 24 SURVEYS, PAGE 51
ON AUGUST 27, 2001, COUNTY OF SOLANO, CALIFORNIA
AND A PORTION OF THE LURE ISLAND NAVAL SHIPYARD
AND A PORTION OF THE LURE ISLAND NAVAL SHIPYARD
GRANTED UNDER THE U.S. COAST AND GEODETIC SURVEY
CHAPTER 43, STATUTE 1854 AND CHAPTER 17, STATUTES 1857.
CITY OF VALLEJO
SOLANO COUNTY, CALIFORNIA

OLIVER REIMER
465 VALLEY AVE
VALLEJO, CA 94591
PHONE (925) 226-7776
FAX (925) 226-7777

FEBRUARY 26, 2002 SCALE 1" = 300'

Sheet 2 of 4

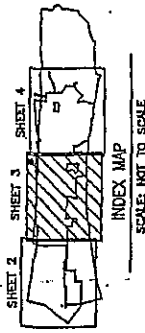
For public/agency use only



LEGEND

- 5/8" 1/2" X 24" Rebar w/LS 4325 log
- 5/8" 1/2" Rebar w/LS 4325 log
- ⊙ Found Rebar w/LS 4325 log
- ⊙ Found Rebar w/LS 4325 log
- ⊙ Found Rebar w/LS 4325 log
- ⊙ Found Rebar w/LS 4325 log
- () Record Data per 24 Surveys 59
- or as noted

Distances are expressed in feet and decimals thereof.



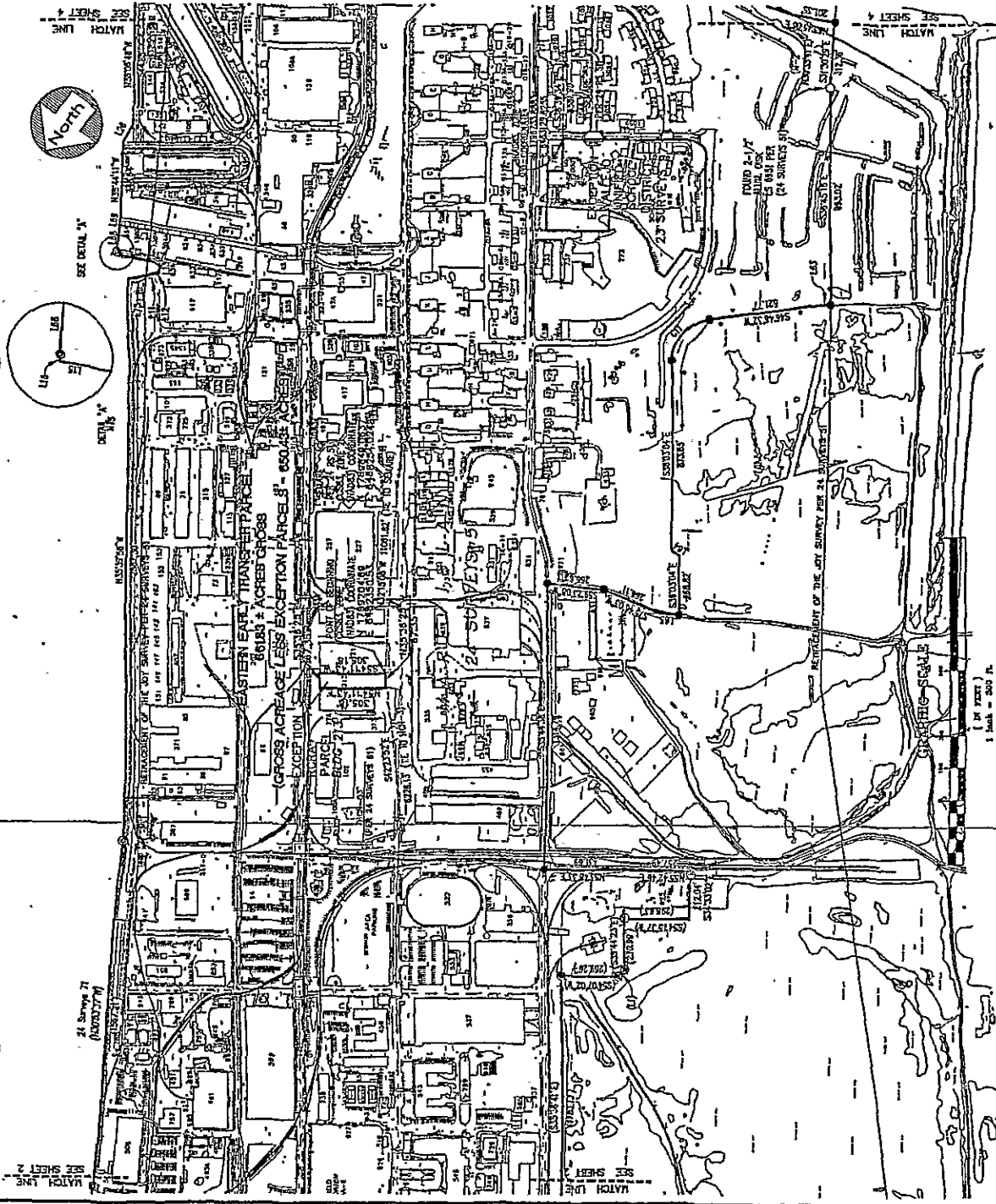
RECORD OF SURVEY
EASTERN EARLY TRANSFER PARCEL
 FOR BENEFIT OF THE CITY OF VALLEJO
 BEING A PORTION OF THE WARE ISLAND NAVAL SHIPYARD
 AS SHOWN ON THE RECORDED MAP OF THE CITY OF VALLEJO
 BOOK 24, SURVEY PAGE 51
 ON AUGUST 21, 2001, COUNTY OF SOLANO, CALIFORNIA
 AND SWAMP AND OVERFLOWED LANDS
 GRANTED TO THE US GOVERNMENT AS PROVIDED BY
 CHAPTER 43, STATUTES 1854 AND CHAPTER 81, STATUTES 1897.
 MOUNT DIABLO BASE AND HERMAN
 CITY OF VALLEJO
 SOLANO COUNTY, CALIFORNIA

DLFR
REIMER
 428 VALLEJO AVENUE
 VALLEJO, CA 94591
 PHONE (925) 342-2776
 FAX (925) 342-2777

FEBRUARY 28, 2002 SCALE: 1" = 300'

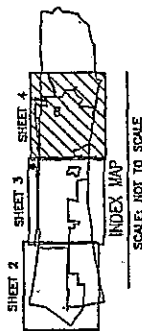
Sheet 3 of 4

See plan/notes map/UTM/UTM



[illegible]

Distances are expressed in feet and decimal's thereof.



RECORD OF SURVEY SHOWING

EASTERN EARLY TRANSFER PARCEL
FOR BENEFIT OF THE CITY OF VALLEJO
BEING A PORTION OF THE WARE ISLAND NAL SHIPYARD
AS SHOWN ON THAT CERTAIN RECORD OF SURVEY
FILED FOR RECORD IN
BOOK 24 SURVEYS, PAGE 51
ON AUGUST 27, 2001, COUNTY OF SOLANO, CALIFORNIA
AND A PORTION OF THOSE THE AND SUBJUGATED
AND SWAMP AND OVERFLOUED LANDS
GRANTED TO THE US GOVERNMENT BY AN ACT
CHAPTER 41, STATUTES 1854 AND CHAPTER 41, STATUTES 1857.
MOUNT RAINIER AND MOUNT RAINIER
COUNTY OF VALLEJO
SOLANO COUNTY, CALIFORNIA

COLFER
CREIMER
425 VALUET AVENUE,
QUARTERS 19
SUITE 312 AND 313
VALLEJO, CA 94592
PHONE (707) 262-7176
FAX (707) 262-7177

FEBRUARY 28, 2002

SCALE: 1" = 300'

Sheet 4 of 4

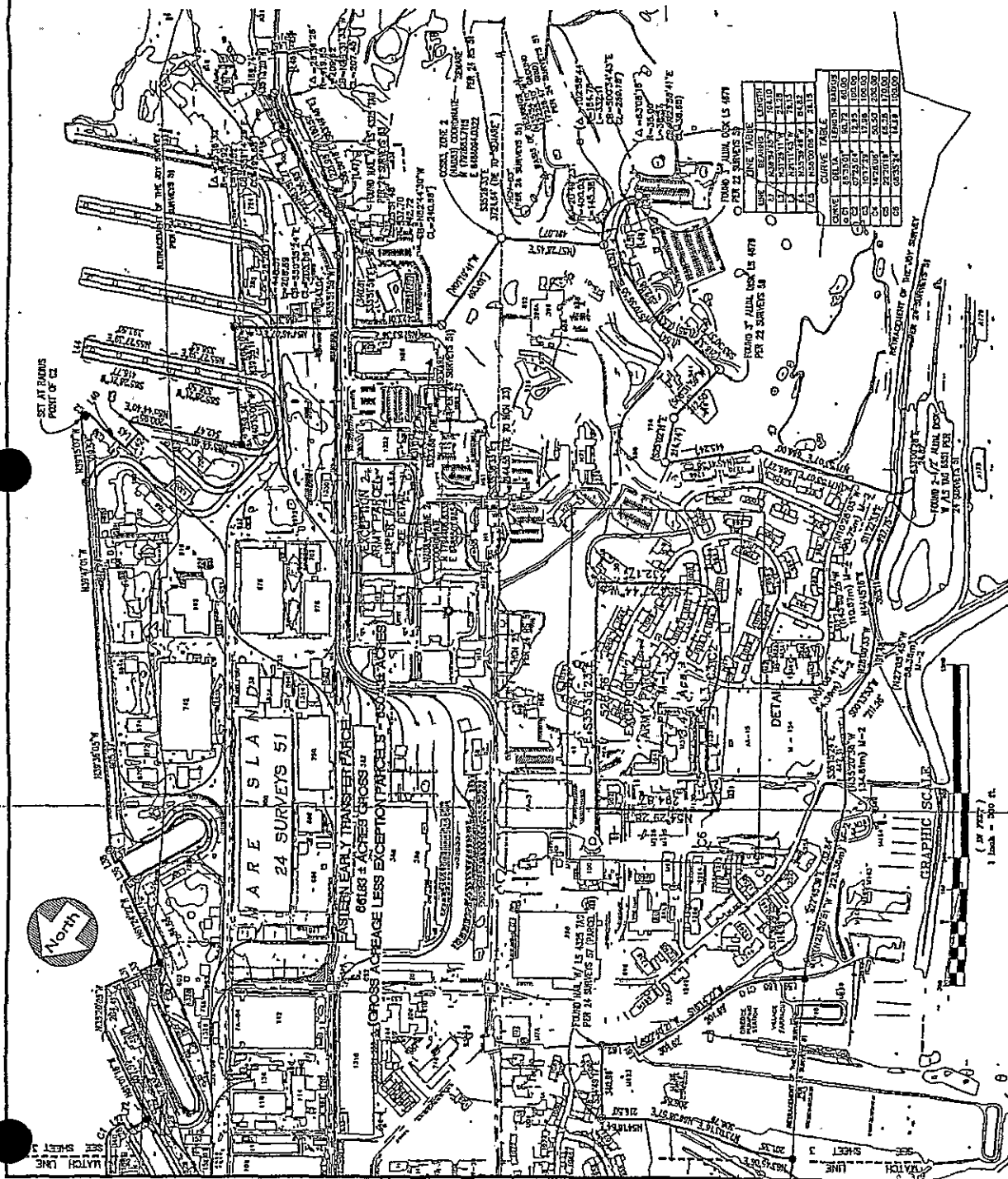


EXHIBIT "B"

LEGAL DESCRIPTION OF REAL ESTATE
EASTERN EARLY TRANSFER GAP LANDS PARCEL
(APPROXIMATELY 21 ACRES)

Reversionary Land
Mare Island
City of Vallejo
December 17, 2001
W 25116

EXHIBIT A

EASTERN EARLY TRANSFER PARCEL LAND DESCRIPTION

Three parcels of tide and submerged land situated in the City of Vallejo, Solano County, California being a portion of those lands commonly known as Mare Island Naval Shipyard as conveyed to the United States for Military Purposes by the State of California by an Act approved March 9, 1897 in Chapter 81, Statutes of 1897 and an Act approved July 13, 1963 in Chapter 1452, Statutes of 1963, said parcel being more particularly described as follows:

EETP PARCEL XVIII

COMMENCING at National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 44° 14' 18" West 9,488.04 feet to a point on the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,796,630.96 feet and E = 6,481,650.10 feet and the POINT OF BEGINNING; thence leaving said Tract 38 the following courses:

- 1) South 52° 25' 26" West 530.51 feet;
- 2) South 34° 33' 18" East 1,226.65 feet;
- 3) North 63° 45' 06" East 558.02 feet to a point on said Tract 38 boundary; thence along said boundary the following courses:
 - 4) North 31° 30' 29" West 312.91 feet;
 - 5) North 36° 45' 18" West 1,016.75 feet;
 - 6) North 34° 30' 26" West 6.76 feet to the point of beginning

PARCEL IE

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 47° 16' 59" West 7,329.52 feet to the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,794,821.24 feet and E = 6,482,868.92 feet and the POINT OF BEGINNING and the beginning of a curve from which the radius point bears South 40° 35' 30" East from said point of beginning said curve concave to the southeast having a radius of 398.00 feet and a central angle of 22° 58' 33"; thence leaving said Tract 38 the following courses:

- 1) Southwesterly on the arc of said curve 159.60 feet;
- 2) South 26° 25' 57" West 52.81 feet;
- 3) South 63° 34' 03" East 15.82 feet to a point on a curve from which the radius point bears South 31° 25' 20" East said curve concave to the southeast having a radius of 36.00 feet and a central angle of 54° 00' 41";
- 4) Easterly on the arc of said curve 33.94 feet to a compound curve concave to the southwest having a radius of 433.00 feet and a central angle of 22° 03' 18";
- 5) Southeasterly on the arc of said curve 166.67 feet to a compound curve concave to the southwest having a radius of 838.00 feet and a central angle of 12° 34' 42";
- 6) Southeasterly on the arc of said curve 183.97 feet to a compound curve concave to the West having a radius of 203.00 feet and a central angle of 30° 18' 21";
- 7) thence southerly on the arc of said curve 107.37 feet;
- 8) South 02° 28' 19" East 89.82 feet
- 9) South 37° 17' 43" West 139.74 feet
- 10) South 07° 09' 43" West 53.79 feet;
- 11) South 47° 28' 04" East 69.61 feet;
- 12) South 71° 59' 57" East 118.11 feet;
- 13) South 88° 08' 34" East 114.75 feet to said Tract 38; thence along said boundary the following courses:
- 14) North 36° 15' 24" West 100.62 feet;
- 15) North 22° 45' 39" West 732.89 feet;
- 16) North 31° 30' 29" West 113.62 feet to the point of beginning

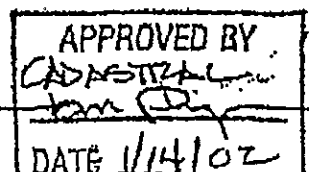
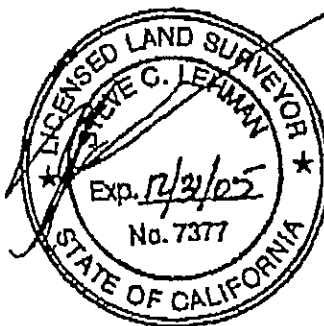
PARCEL IF

COMMENCING at said National Geodetic Survey monument "MARE ID SE 1852 1932" having California Coordinate System 1983, Zone 2, coordinates of N = 1,789,849.06 feet and E = 6,488,254.02 feet as shown on said Record of Survey as filed in Book 21 Surveys at Page 94, Solano County records, thence North 51° 12' 23" West 6,133.60 feet to the boundary of Tract 38 as shown on said Record of Survey, said point having California Coordinate System 1983, Zone 2 coordinates of N = 1,793,691.86 feet and E = 6,483,473.44 feet and the POINT OF BEGINNING; thence along said Tract 38 the following courses:

- 1) South 00° 13' 53" West 211.28 feet;
- 2) South 28° 00' 33" East 65.73 feet; thence leaving said Tract 38 the following courses:
 - 3) South 58° 33' 36" West 24.71 feet;
 - 4) North 62° 19' 18" West 440.70 feet;
 - 5) North 58° 02' 45" West 169.42 feet;
 - 6) North 55° 57' 40" East 416.53 feet to said Tract 38; thence along said boundary
 - 7) South 36° 15' 24" East 304.24 feet to the point of beginning.

This description is based on California Coordinate System 1983, Zone 2. All distances are grid and in feet.

END OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
	24.71	S58°33'36"W
	440.70	N62°19'18"W
L3	169.42	N58°02'45"W
L4	416.53	N55°57'40"E
L5	304.24	S36°15'24"E
L6	211.28	S00°13'53"W
L7	65.73	S28°00'33"E
L8	732.89	N22°45'39"W
L9	113.62	N31°30'29"W
L10	52.81	S26°25'57"W
L11	15.82	S63°34'03"E
L12	89.82	S02°28'19"E
L13	139.74	S37°17'43"W
L14	53.79	S07°09'43"W
L15	69.61	S47°28'04"E
L16	118.11	S71°59'57"E
L17	114.75	S88°08'34"E
L18	100.62	N36°15'24"W



EETP PARCEL IE
1.860 acres

CURVE TABLE			
CURVE	LENGTH	RADIUS	Delta
C1	159.60	398.00	22°58'33"
C2	33.94	36.00	54°00'41"
C3	166.67	433.00	22°03'18"
C4	183.97	838.00	12°34'42"
C5	107.37	203.00	30°18'21"

EETP PARCEL IF
3.211 acres

NOTE:
Basis of Bearings shown hereon are based on California Coordinate System 83, Zone 2. All distances are grid and in feet.

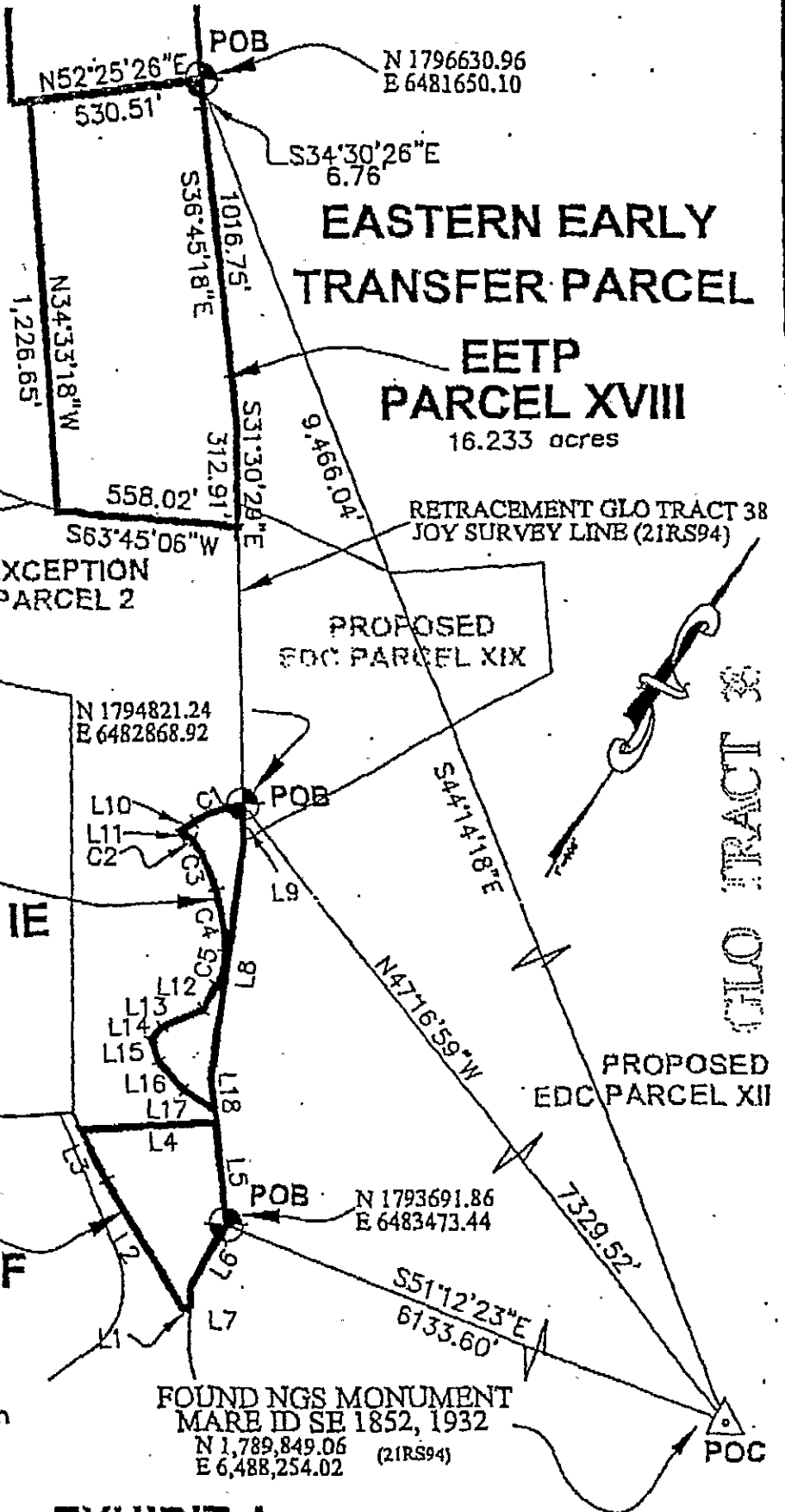


EXHIBIT A

WO 25118

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Date 06/20/01
Date 12/17/01 rev

Eastern Area Early Transfer Parcel IE, IF & EETP XVIII

CALIFORNIA STATE

EXHIBIT "C"

EXISTING USE CATEGORY

BLDG	Existing Use Category
625	Lt. Industrial / Industrial
627	Lt. Industrial / Industrial
629	Lt. Industrial / Industrial
751	Lt. Industrial / Industrial
759	Lt. Industrial / Industrial ..
100	Industrial
102	Industrial
213	Lt. Industrial / Office / R&D
221	Lt. Industrial / Office / R&D
223	Lt. Industrial / Office / R&D
459	Residential
489	Lt. Industrial
523	Retail Commercial
527	Lt. Industrial / Industrial
533	Educational / Civic
535	Lt. Industrial / Industrial
543	Residential
545	Educational / Civic / Office / R&D
549	Retail Commercial
559	Lt. Industrial
100A	Industrial / Manufacturing
259/259	
A	Lt. Industrial / Office R&D
77A	Office
69	Lt. Industrial / Office / R&D
71	Lt. Industrial / Office / R&D
73	Lt. Industrial / Office / R&D
77	Lt. Industrial / Office / R&D
85	Lt. Industrial / Office / R&D
87	Lt. Industrial / Office / R&D
89	Lt. Industrial / Office / R&D
91	Lt. Industrial / Office / R&D
98	Industrial
101	Lt. Industrial / Office / R&D
111	Lt. Industrial / Office / R&D
115	Lt. Industrial
117	Lt Ind/Office/R&D/Comm'l R
121	Lt Ind/Office/R&D/Comm'l R
141	Lt. Industrial / Office / R&D
143	Lt. Industrial / Office / R&D
145	Lt. Industrial / Office / R&D

147	Lt. Industrial / Office / R&D
149	Lt. Industrial / Office / R&D
151	Lt. Industrial / Office / R&D
153	Lt. Industrial / Office / R&D
155	Lt. Industrial / Office / R&D
163	Lt. Industrial / Office / R&D
165	Lt. Industrial
207	Lt. Industrial / Office / R&D
215	Lt. Industrial
225	Lt. Industrial / Office / R&D
227	Lt. Industrial / Office / R&D
227A	Lt. Industrial / Office / R&D
239	Lt. Industrial / Office / R&D
261	Office
271	Lt. Industrial / Office / R&D
273	Lt. Industrial / Office / R&D
329	Office
331	Office
333	Office
373	Lt. Industrial / Office / R&D
457	Lt. Industrial
461	Lt. Industrial / Office / R&D
473	Lt. Industrial
477	Lt. Industrial
483	Office / R&D
485	Office
487	Office
493	Lt. Industrial
507	Industrial
509	Lt. Industrial / Office / R&D
599	Lt. Industrial
632	
634	
757	Lt. Industrial
851	Lt. Industrial / Office / R&D
853	Lt. Industrial
1333	Office
1345	Office
45	Lt Ind/Office/R&D/Comm'l. R
46	Educational Civic
50	Lt Ind/Office/R&D/Comm'l R
52	Lt Ind/Office/R&D/Comm'l R
58	Lt Ind/Office/R&D/Comm'l R
65	Lt Ind/Office/R&D/Comm'l R
88	Lt. Industrial / Office / R&D
96	Lt. Industrial
99	Lt Ind/Office/R&D/Comm'l R
106	Lt. Industrial / Office / R&D

112	Lt. Industrial / Office / R&D
113	Lt. Industrial / Office / R&D
114	Industrial / Lt. Ind. / Office /
116	Lt Ind/Office/R&D/Comm'l R
118	Industrial / Lt. Ind. / Office /
120	Industrial / Lt. Ind. / Office /
124	Industrial / Lt. Ind. / Office /
126	Industrial / Lt. Ind. / Office /
134	Industrial / Lt. Ind. / Office /
136	Industrial / Lt. Ind. / Office /
138	Office
146	Industrial / Lt. Ind. / Office /
164	Lt. Industrial / Office / R&D
206	Industrial / Lt. Ind. / Office /
208	Industrial / Lt. Ind. / Office /
235	Lt Ind/Office/R&D/Comm'l R
382	Industrial / Lt. Ind. / Office /
386	Industrial / Lt. Ind. / Office /
388	Industrial / Lt. Ind. / Office /
390	Industrial / Lt. Ind. / Office /
670	Industrial / Lt. Ind. / Office /
672	Industrial / Lt. Ind. / Office /
674	Industrial / Lt. Ind. / Office /
676	Industrial / Lt. Ind. / Office /
678	Industrial / Lt. Ind. / Office /
680	Industrial / Lt. Ind. / Office /
688	Industrial / Lt. Ind. / Office /
690	Industrial / Lt. Ind. / Office /
738	Industrial / Lt. Ind. / Office /
742	Industrial / Lt. Ind. / Office /
744	Industrial / Lt. Ind. / Office /
746	Industrial / Lt. Ind. / Office /
750	Industrial / Lt. Ind. / Office /
858	Industrial / Lt. Ind. / Office /
866	Lt. Industrial / Office / R&D
874	Industrial / Lt. Ind. / Office /
942	Lt. Industrial
1310	Industrial / Lt. Ind. / Office /
1330	Lt. Industrial / Retail Comme
1332	Industrial / Lt. Ind. / Office /
1338	Industrial / Lt. Ind. / Office /
1346	Lt. Industrial
106A	Industrial / Lt. Ind. / Office /
390A	Industrial / Lt. Ind. / Office /
99A	Lt Ind/Office/R&D/Comm'l R
34	Lt. Industrial / Office / R&D
108	Light Industrial
130	Lt. Industrial / Office / R&D

132	Lt. Industrial / Office / R&D
140	Lt. Industrial / Office / R&D
142	Lt. Industrial / Office / R&D
144	Lt. Industrial / Office / R&D
150	Industrial / Lt. Ind. / Office /
334	Lt. Industrial / Office / R&D
602	Industrial / Lt. Industrial
604	Industrial / Lt. Ind. / Office /
624	Office
684	Industrial / Lt. Ind. / Office /
722	Industrial / Lt. Ind. / Office /
732	Lt. Industrial
834	
854	
1302	
1304	
1320	Industrial / Lt. Ind. / Office /
1326	Industrial / Lt. Ind. / Office /
1328	Industrial / Lt. Ind. / Office /
1329	Lt. Industrial / Office / R&D
117S	Lt. Industrial / Office / R&D
1304A	Lt. Industrial
Dry Dock	
1	Civic Educational
Dry Dock	
2	Industrial
6	Office
17	Lt. Industrial / Office / R&D
19	Lt. Industrial / Office / R&D
21	Office
29	Lt. Industrial / Office / R&D
47	Lt. Industrial / Office / R&D
56	Retail Commercial
84	Residential
103	Office / Retail Commercial
104	Civic Educational
131	Office
133	Office
160	Office
201	Civic / Educational
229	Office
231	Lt. Industrial / R&D
237	Lt. Industrial / Office / R&D
253	Lt. Industrial / Office / R&D
257	Lt. Industrial / Office / R&D
396	Civic Educational
411	Office
417	Lt. Industrial

420	Office
429	Office
431	Office
433	Lt. Industrial / Office / R&D
435	Lt. Industrial / Office / R&D
497	Lt. Industrial / Office / R&D
521	Lt. Industrial / Office / R&D
605	Lt. Industrial / Office
760	Lt Ind/Office/R&D/Comm'l R
764	Office
902	Civic Educational
926	Residential
928	Civic Educational
944	Civic Educational
946	Civic Educational
952	Residential
954	Residential
956	Residential
958	Residential
960	Residential
962	Residential
1003	Civic Educational
1052	Residential
1054	Residential
1056	Residential
1062	Residential
1064	Residential
1066	Residential
1068	Residential
1074	Residential
1076	Residential
1078	Residential
1080	Residential
1082	Residential
1084	Residential
1278	Civic Educational
1322	Civic Educational
1331	Lt. Industrial / Office / R&D
131A	Lt. Industrial / Office / R&D
133B	Lt. Industrial / Office / R&D
160A	Lt. Industrial / Office / R&D
17B	Lt. Industrial / Office / R&D
29A	Lt. Industrial / Office / R&D
29G	Lt. Industrial / Office / R&D
396A	Civic Educational
47A	Lt. Industrial / Office / R&D
605A	Lt. Industrial / Office
6D	Lt. Industrial / Office / R&D
6E	Lt. Industrial / Office / R&D

84A	Residential
A	Civic Educational
A-A	Civic Educational
AI	Civic Educational
AJ	Civic Educational
B	Civic Educational
BG	Civic Educational
C	Lt. Industrial / Office / R&D
C-A	Lt. Industrial / Office / R&D
C-J	Lt. Industrial / Office / R&D
D	Lt. Industrial / Office / R&D
DG	Lt. Industrial / Office / R&D
E	Lt. Industrial / Office / R&D
E-C	Lt. Industrial / Office / R&D
E-D	Lt. Industrial / Office / R&D
E-F	Lt. Industrial / Office / R&D
F	Office
G	Lt. Industrial / Office / R&D
GB	Lt. Industrial / Office / R&D
H	Office
H1	Civic Educational
H21	Civic Educational
H34	Civic Educational
H4	Office
H5	Office
H64	Lt. Industrial / Office / R&D
H66	Lt. Industrial
H70	Civic Educational
H71	Civic Educational
H72	Civic Educational
H73	Civic Educational
H74	Civic Educational
H79	Civic Educational
H80	Civic Educational
H81	Civic Educational
H83	Civic Educational
H84	Civic Educational
H86	Civic Educational
H89	Civic Educational
H-B	Lt. Industrial / Office / R&D
H-C	Lt. Industrial / Office / R&D
H-D	Lt. Industrial / Office / R&D
IT	Office
J	Lt. Industrial / Office / R&D
K	Lt. Industrial / Office / R&D
KE	Lt. Industrial / Office / R&D
KL	Lt. Industrial / Office / R&D
L	Lt. Industrial / Office / R&D
LF	Lt. Industrial / Office / R&D

M	Lt. Industrial / Office / R&D
M1	Office
M1A	Residential
M1C	Residential
M2	Office
M2A	Lt. Industrial / Office / R&D
M3	Office
M37	Lt. Industrial / Office / R&D
M3A	Lt. Industrial / Office / R&D
M4	Office
M4A	Lt. Industrial / Office / R&D
M5	Office
M5A	Lt. Industrial / Office / R&D
M63	Lt. Industrial / Office / R&D
M7	Residential
M7A	Residential
MO	Lt. Industrial / Office / R&D
N	Lt. Industrial / Office / R&D
NH	Lt. Industrial / Office / R&D
O	Lt. Industrial / Office / R&D
OB	Lt. Industrial / Office / R&D
OF	Lt. Industrial / Office / R&D
P	Lt. Industrial / Office / R&D
PD	Lt. Industrial / Office / R&D
Q11-12	Residential.
Q11A-12A	Residential
Q1-2	Residential
Q13-14	Residential
Q13A-14A	Residential
Q15A-16A	Residential
Q16-15	Residential
Q17A-18A	Residential
Q18-17	Residential
Q19-20	Residential
Q19A-20A	Residential
Q1A-2A	Residential
Q3-4	Residential
Q3A-4A	Residential
Q5-6	Residential

[illegible]